

1 CHRISTENSEN JAMES & MARTIN  
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 3 WESLEY J. SMITH, ESQ. (11871)  
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 kbc@cjmlv.com  
 wes@cjmlv.com  
 6 Attorneys for Plaintiffs

7 UNITED STATES DISTRICT COURT  
 8 DISTRICT OF NEVADA

9 \* \* \* \* \*

10 GLAZING HEALTH AND WELFARE  
 11 FUND; SOUTHERN NEVADA GLAZIERS  
 12 AND FABRICATORS PENSION TRUST  
 13 FUND; PAINTERS, GLAZIERS AND  
 FLOORCOVERERS JOINT  
 14 APPRENTICESHIP AND JOURNEYMAN  
 TRAINING TRUST; PAINTERS,  
 15 GLAZIERS AND FLOORCOVERERS  
 SAFETY TRAINING TRUST FUND; and  
 16 GLAZIERS ORGANIZING FUND, by and  
 through their designated fiduciary John  
 17 Smirk; PAINTERS AND ALLIED TRADES  
 LABOR-MANAGEMENT COOPERATION  
 INITIATIVE; IUPAT INDUSTRY PENSION  
 18 TRUST FUND, by and through its designated  
 fiduciary Gary Meyers; INTERNATIONAL  
 UNION OF PAINTERS AND ALLIED  
 TRADES, DISTRICT COUNCIL 15,  
 19 GLAZIERS LOCAL NO. 2001,

CASE NO.: 2:14-cv-00536-JCM-PAL

STIPULATION AND CONSENT  
 FOR ENTRY OF JUDGMENT BY  
 CONFESSION

2:14-ms-00027

20 Plaintiffs,

21 vs.

22 Z-GLASS, INC., a Nevada corporation;  
 23 ZETIAN SYSTEMS, INC., a Nevada  
 corporation,

24 Defendants.

25  
 26 The Plaintiffs, Trustees of the Glazing Health and Welfare Fund; Southern Nevada  
 27 Glaziers and Fabricators Pension Trust Fund; Painters, Glaziers and Floorcoverers Joint  
 28 Apprenticeship and Journeyman Training Trust; Painters, Glaziers and Floorcoverers Safety

CHRISTENSEN JAMES & MARTIN  
 7440 WEST SAHARA AVE., LAS VEGAS, NEVADA 89117  
 PH: (702) 255-1718 FAX: (702) 255-0871

1 Training Trust Fund; Glaziers Organizing Fund; Painters and Allied Trades Labor-Management  
2 Cooperation Initiative; IUPAT Industry Pension Trust Fund ("Trusts") and the International  
3 Union of Painters and Allied Trades, District Council 15, Glaziers Local No. 2001 ("Union")  
4 (collectively the "Plaintiffs"), acting by and through their attorneys, Christensen James &  
5 Martin, and the Defendants Z-Glass, Inc. and Zetian Systems, Inc. ("Defendants"), hereby  
6 Stipulate and Agree ("Stipulation") as follows:

7 1. This Stipulation and Order for Entry of Judgment by Confession is entered into by  
8 and between the Plaintiffs and Defendants to settle and conclude certain legal disputes relating to  
9 the payment of fringe benefit contributions, wages, liquidated damages, interest, audit costs and  
10 attorney's fees owed to the Plaintiffs by Defendants.

11 2. A Judgment by Confession shall be entered in favor of the Plaintiffs and against  
12 Defendants for the sum of Seventy Seven Thousand Two Hundred Forty One and 08/100 Dollars  
13 (\$77,241.08), which sum includes all pre-judgment damages owed to the Plaintiffs, including all  
14 delinquent contributions, wages, interest, liquidated damages, attorney's fees and audit costs for  
15 the period January 1, 2010 through December 31, 2011 ("Audit Period").

16 3. This Stipulation is conditioned by certain and specific terms contained within the  
17 Judgment by Confession executed contemporaneously herewith and incorporated herein by this  
18 reference.

19 [SIGNATURES FOLLOW]

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21 ///

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23 ///

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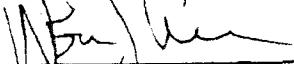
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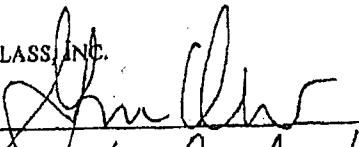
CHRISTENSEN JAMES & MARTIN  
7440 WEST SAHARA AVE, LAS VEGAS, NEVADA 89117  
Ph: (702) 255-1718 & FAX: (702) 255-0871

1 CHRISTENSEN JAMES & MARTIN

2 By:   
3 Wesley J. Smith, Esq.  
4 Nevada Bar No. 11871  
5 7440 W. Sahara Ave.  
6 Las Vegas, NV 89117  
7 Tel: (702) 255-1718  
8 Fax: (702) 255-0871  
9 Attorneys for Plaintiffs

10 Date: MARCH 15, 2012.

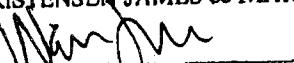
11 Z-GLASS, INC.

12 By:   
13 Its: Vice President

14 Date: \_\_\_\_\_, 2012.

15 SUBMITTED BY:

16 CHRISTENSEN JAMES & MARTIN

17 By:   
18 Wesley J. Smith, Esq.  
19 Attorneys for Plaintiffs

20

21

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23

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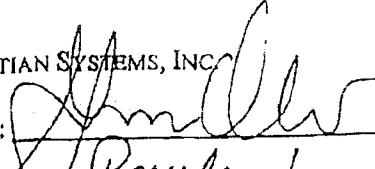
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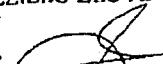
ZETIAN SYSTEMS, INC.

By:   
Its: President

Date: \_\_\_\_\_, 2012.

Approved as to form and content:

PEZZILLO LLOYD

By:   
Jennifer R. Lloyd, Esq.  
Nevada Bar No. 9617  
6725 Via Austin Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: (702) 233-4225  
Fax: (702) 233-4252  
Attorneys for Defendants

Date: MARCH 13, 2012.

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8 [kbc@cjmlv.com](mailto:kbc@cjmlv.com)  
9 [wes@cjmlv.com](mailto:wes@cjmlv.com)  
10 *Attorneys for Plaintiffs*

7  
8  
9  
10 UNITED STATES DISTRICT COURT  
11 DISTRICT OF NEVADA

\*\*\*\*\*

10 GLAZING HEALTH AND WELFARE  
11 FUND; SOUTHERN NEVADA GLAZIERS  
12 AND FABRICATORS PENSION TRUST  
13 FUND; PAINTERS, GLAZIERS AND  
14 FLOORCOVERERS JOINT  
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TRUST FUND, by and through its designated  
fiduciary Gary Meyers; INTERNATIONAL  
UNION OF PAINTERS AND ALLIED  
TRADES, DISTRICT COUNCIL 15,  
GLAZIERS LOCAL NO. 2001,

20 Plaintiffs,

21 vs.

22 Z-GLASS, INC., a Nevada corporation;  
23 ZETIAN SYSTEMS, INC., a Nevada  
corporation,

24 Defendants.

CASE NO.:

JUDGMENT BY CONFESSION

25  
26 Pursuant to the express Stipulation and Consent for Entry of Judgment by Confession  
27 ("Stipulation"), it is hereby ORDERED, ADJUDGED AND DECREED that:  
28

1       1. The above-named Plaintiffs (hereinafter "Plaintiffs") shall take Judgment by  
2 Confession ("Judgment") against Defendants Z-Glass, Inc. and Zetian Systems, Inc.  
3 ("Defendants"), for the sum of Seventy Seven Thousand Two Hundred Forty One and 08/100  
4 Dollars (\$77,241.08) ("Judgment Amount"), which sum includes settlement of all known claims  
5 by Plaintiffs for fringe benefit contributions, wages, interest, liquidated damages, attorney's fees  
6 and audit costs for work performed during the period January 1, 2010 through December 31,  
7 2011 ("Audit Period"). Interest shall accrue on the Judgment amount at the rate of seven percent  
8 (7%) per annum. This Judgment is not intended to, and it does not, resolve, address or secure  
9 claims that are as yet unknown to the Plaintiffs, including any claims that may later be revealed  
10 by Audit. The Plaintiffs specifically reserve all Audit rights.

11       2. The Judgment Amount, including interest on the declining Judgment balance and  
12 any after-accruing amount, shall be paid to Plaintiffs as third party beneficiaries under the terms  
13 of a written collective bargaining agreement ("Labor Agreement") between Z-Glass, Inc. and  
14 Glaziers Union Local No. 2001 ("Union") through eighteen (18) monthly installments, due on or  
15 before the fifteenth (15th) day of each month, as follows:

16       a. Payments One (1) through Seventeen (17) shall be remitted to the  
17 Plaintiffs in the amount of \$4,272.01 each, commencing on or before  
18 March 15, 2013 and on the fifteenth (15th) day of each month thereafter;  
19 and  
20       b. Payment Eighteen (18) shall be remitted to the Plaintiffs in the amount of  
21 \$4,271.96 on or before August 15, 2014.

22 A summary schedule of the payments is attached as Exhibit 1. Subject only to the Defendants'  
23 right to cure under Paragraph 7, the final payment of all unpaid portions of the Judgment  
24 Amount, in the scheduled amount of \$4,271.96 (which includes interest scheduled to accrue),  
25 shall be increased to include any after-accruing attorney's fees and collection costs incurred by  
26 Plaintiffs relating to this Judgment for collection of the amounts referenced herein, and shall be  
27 paid by the Defendants to Plaintiffs on or before August 15, 2014. The Defendants shall have  
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1 the right at any time to prepay the entire balance owed, or any portion thereof, without incurring  
2 a prepayment penalty.

3       3. Upon Plaintiffs' timely receipt and negotiation of payment of the amounts set  
4 forth in Paragraph 2 above and all obligations are fully performed, the amount of \$4,445.51 shall  
5 be waived from the Judgment Amount ("Damages Waiver"), this Judgment will have been  
6 satisfied, and, upon receipt of a request therefor, Plaintiffs shall deliver to the Defendants a  
7 written Release and Satisfaction of Claims pertaining to this Judgment and the projects upon  
8 which Z-Glass' employees performed the labor underlying the claims during the Audit Period.  
9 The Stipulation and this Judgment shall be remain unfiled provided that payment in full is made  
10 by the Defendants in accordance with the terms of this Judgment.

11       4. The payments toward the Judgment Amount required herein shall be made  
12 payable to "Christensen James & Martin Special Client Trust Account" and shall be remitted to  
13 Plaintiffs' attorney, Christensen James & Martin, at 7440 W. Sahara Ave., Las Vegas, NV  
14 89117, or to such other payee(s) or at such other location as the Defendants are notified in  
15 writing. Should any of Defendants' payments be returned for insufficient funds, all subsequent  
16 payments shall be made using cashier's checks or money orders.

17       5. In addition to paying the Judgment Amount as required by the foregoing terms  
18 and to the extent required by any applicable labor agreement, the Z-Glass shall timely pay all  
19 contributions that fall due while any portion of the Judgment Amount remains unpaid (i.e., for  
20 hours worked by Z-Glass' covered employees while the Judgment Amount is being paid). The  
21 Z-Glass shall remit a monthly report to the Plaintiffs listing hours worked by their covered  
22 employees, and shall submit a check to the Plaintiffs to pay contributions owed for such hours.  
23 The reports and payments shall be delivered to the Plaintiffs or their designee(s) on or before the  
24 15th day of the month following the calendar month in which the covered hours of work listed  
25 on the reports are performed.

26       6. The following potential claims are reserved by the Plaintiffs: (i) any claims  
27 unrelated to the Judgment Amount, accruing before or after the effective date of this Judgment,  
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1 including, without limitation, claims by any of the Plaintiffs for additional contributions and  
2 related damages that may be due and owing to any of the Plaintiffs pursuant to the provisions of  
3 any collective bargaining agreement to which Defendants may be bound that requires the  
4 payment of contributions to the Plaintiffs; (ii) the obligation of the Defendants or any trade or  
5 business under common control of such Defendants (to the extent such Defendants or any trade  
6 or business under common control with such Defendants has any obligation) to pay, and the  
7 rights of the Plaintiffs to assess and collect, withdrawal liability pursuant to 29 U.S.C. § 1381 *et*  
8 *seq.* (including the use of such Defendants' contribution history for purposes of calculating any  
9 withdrawal liability); (iii) all claims against any party not identified above as a Defendant; and  
10 (iv) any additional claims discovered by audit for any period.

11 7. Should the Defendants fail to satisfy any of the conditions in this Judgment, a  
12 written Notice of Default shall immediately be delivered to: Zetian Systems, Inc., Attn: Weina  
13 Zhang, 875 Island Dr. #178, Alameda, CA 94502. Each such Notice required to be sent shall  
14 result in an automatic late fee and collection charge of \$150.00 (which will be applied as a credit  
15 against any attorney's fees and costs incurred as a result of the Default) to be paid in addition to  
16 any payment that Defendants have failed to pay and shall be paid immediately with the cure  
17 payment. If the Defendants thereafter fail to make the required payment(s) or otherwise fail to  
18 comply with the conditions of such paragraphs within ten (10) days of the date of such Notice,  
19 the Damages Waiver will be revoked and Plaintiffs shall have the unconditional and immediate  
20 right to file and execute upon the Judgment for whatever amount then remains due and owing,  
21 including after-accruing interest, attorney's fees and costs, without further notice to the  
22 Defendants or Order from the Court, and Plaintiffs shall also be entitled to pursue any licensing  
23 and/or surety bond issued to the Defendants for whatever amount then remains due and owing.  
24 In the event of Defendants' default and failure to cure, interest on any unpaid Judgment balance  
25 shall accrue at the rate of seven percent (7%) from the default date until paid in full.

26 8. Defendants shall forthwith execute and submit the Stipulation for Entry of  
27 Judgment by Confession, this Judgment and the first payment required under Paragraph 2(a) to  
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1 Plaintiffs' attorney on or before March 15, 2013. The Stipulation and this Judgment shall be  
2 considered one instrument and shall become binding upon execution. The Stipulation and  
3 Judgment may be signed in one or more counterparts and signatures provided via facsimile or  
4 scanned document shall be valid and shall be deemed the equivalent of original signatures.

5 9. Filing of and execution on the Stipulation and this Judgment shall be stayed  
6 through August 15, 2014, provided that payment in full is made by the Defendants in accordance  
7 with the terms of this Judgment.

8 10. During the period that the Defendants timely make the required payments and  
9 faithfully perform under this Judgment, the Plaintiffs shall stay claims against Bond Nos.  
10 1879885, 1879886, and 1879855 issued to Defendants by Hanover Insurance Co. ("Bonds"). In  
11 the event of default, as described above in Paragraph 10, Defendants consent to the unconditional  
12 and immediate right of Plaintiffs to collect the proceeds of the Bonds for whatever amount then  
13 remains due and owing, including after-accruing interest, attorney's fees and costs, without  
14 further notice to the Defendants or Order from the Court.

15 11. Defendants have consulted the attorney of their choice and fully understand the  
16 obligations and consequences of this Judgment.

17 12. This Judgment constitutes the entire agreement between the Plaintiffs and the  
18 Defendants and shall supersede any and all prior oral and/or written representations,  
19 negotiations, understandings and agreements.

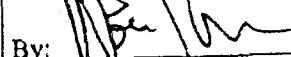
20 DATED and done this 9th day of January, 2015.

21   
22 James C. Mahan  
23 UNITED STATES DISTRICT COURT JUDGE

24  
25 [signatures of the parties follow]

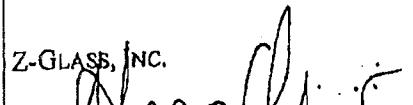
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1 CHRISTENSEN JAMES & MARTIN  
2

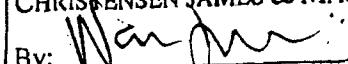
3 By:   
4 Wesley J. Smith, Esq.  
5 Nevada Bar No. 11871  
6 7440 W. Sahara Ave.  
7 Las Vegas, NV 89117  
8 Tel: (702) 255-1718  
9 Fax: (702) 255-0871  
10 Attorneys for Plaintiffs

11 Date: MARCH 15, 2012.

12 Z-GLASS, INC.  
13

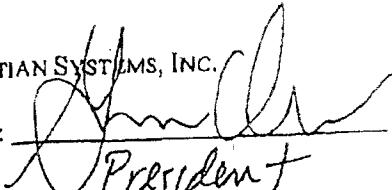
14 By:   
15 Its: Vice President  
16 Date: \_\_\_\_\_, 2012.

17 SUBMITTED BY:

18 CHRISTENSEN JAMES & MARTIN  
19 By:   
20 Wesley J. Smith, Esq.  
21 Attorneys for Plaintiffs

22 [Oath and Verification follow]  
23  
24  
25  
26  
27  
28

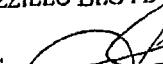
ZETIAN SYSTEMS, INC.

By:   
Its: President

Date: \_\_\_\_\_, 2012.

Approved as to form and content:

PEZZILLO LLOYD

By:   
Jennifer R. Lloyd, Esq.  
Nevada Bar No. 9617  
6725 Via Austin Parkway, Suite 290  
Las Vegas, Nevada 89119  
Tel: (702) 233-4225  
Fax: (702) 233-4252  
Attorneys for Defendants

Date: March 13, 2012

## OATH AND VERIFICATION

STATE OF NEVADA )  
COUNTY OF CLARK )

Gregory J. Olin, as Vice President of Z-Glass, Inc., being first duly sworn upon oath, now verifies and declares that:

sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Further you affiant sayeth naught.

Subscribed and Sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

Notary Public

OATH AND VERIFICATION

STATE OF NEVADA )  
: ss.

COUNTY OF CLARK

Gregory J. Olin, as President of Zetian Systems, Inc., being  
first duly sworn upon oath, now verifies and declares that:

1. Entry of this Judgment by Confession, according to its provisions, is duly authorized; and
2. The monies due and owing and the basis for said Judgment are accurately set forth in the Stipulation and this Judgment.

Subscribed and Sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

as President of Zetian Systems, Inc..

Notary Public